

Panaji, 28th January, 2010 (Magha 8, 1931)

SERIES II No. 44

OFFICIAL GAZETTE

GOVERNMENT OF GOA



PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 43 dated 21-1-2010 from pages 1143 to 1144 regarding Corrigenda from Department of Panchayati Raj & Community Development (Directorate of Panchayats).

GOVERNMENT OF GOA

Department of Animal Husbandry & Veterinary Services

Directorate of Animal Husbandry & Veterinary Services

Order

No. 10-35/09-10/4388

Read : 1) Office Order No. 10-35/06-07/4511 dated 12-12-07.

2) Office Order No. 10-35/06-07/5231 dated 25-01-08.

3) Office Order No. 10-35/06-07/5681 dated 20-02-08.

With reference to the above referred Orders, the following are hereby appointed as Public Information Officer, Assistant Public Information Officers and 1st Appellate Authority under Right to Information Act, 2005 as per the jurisdiction mentioned hereinbelow:

Sr. No.	Name & Designation	Appointed as	Jurisdiction
1	2	3	4
1.	Dy. Director (Admin.), Dte. of Animal Husbandry & Vety. Services, Patto, Panaji	Public Information Officer	Entire State of Goa.

1	2	3	4
2.	Assistant Director (AH) Dte. of Animal Husbandry & Vety. Services, Patto, Panaji	Assistant Public Information Officer	Tiswadi Taluka.
3.	Assistant Director, Veterinary Hospital, Sonsodo	Assistant Public Information Officer	Salcete Taluka, Canacona Taluka, Mormugao Taluka, Quepem Taluka, Sanguem Taluka.
4.	Asst. Director/ /Vet. Officer Veterinary Hospital, Honda	Assistant Public Information Officer	Bicholim Taluka and Satari Taluka.
5.	Asst. Director, Veterinary Hospital, Curti-Ponda	Assistant Public Information Officer	Ponda Taluka.
6.	Asst. Director, Veterinary Hospital, Mapusa	Assistant Public Information Officer	Bardez Taluka, Pernem Taluka.

Director (AH), Dte. of Animal Husbandry & Veterinary Services, Panaji is appointed as the 1st Appellate Authority.

Panaji, 14th January, 2010.

Department of Education, Art & Culture

Directorate of Museums

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Order

No. 1/127/2006-07/DM-41

On recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide their letter No. COM/II/11/64(1)/2008/314 dated 29th October, 2009, the Government is pleased to promote Smt. Lalan R. Kolwalkar, Sr. Gallery Attendant on regular basis to the post of Curator, Group 'B' Gazetted in the pay scale of Rs. 9,300-34,800 with Grade Pay of Rs. 4,200/- with immediate effect.

She shall exercise an option within one month for pay fixation under F.R.22(I)(a)(1).

The expenditure on her salary shall be debited to the Budget Head as shown below:

Demand No. 46

2205 — Art and Culture.

00

107 — Museums.

02 — State Museum (Non-Plan).

01 — Salaries.

She will be on probation for a period of two years.

By order and in the name of the Governor of Goa.

Radha R. Bhawe, Director of Museums ex officio Joint Secretary.

Panaji, 22nd December, 2009.

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Department of Fisheries—
Order

No. 3/3/88-FSH

Refer : 1) Government Order No. 3/3/88-FSH, dated 12-11-90.

2) Government Order No. 3/3/88-FSH, dated 15-02-91.

3) Government Order No. 3/3/88-FSH, dated 24-01-94.

4) Government Order No. 3/3/88-FSH, dated 10-02-95.

5) Government Order No. 3/3/88-FSH, dated 28-04-95.

In partial modification to the above orders Government is pleased to appoint Shri Sankalp

Amonkar as Chairman, Brackish Water Fish Farmers Development Agency with immediate effect.

The other members shall remain the same as in Government Order No. 3/3/88-FSH, dated 28-4-1995.

The other terms and conditions as contained in Government order of even number dated 12-11-90 will remain unchanged.

By order and in the name of the Governor of Goa.

Gonesh Koyu, Secretary (Fisheries).

Porvorim, 15th January, 2010.

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Department of Home

Home — General Division

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Order

No. 24/74/2009-HD(G)

The constitution of screening committee for Modified Assured Career Progression Scheme, in Directorate of Prosecution, for Group 'B', 'C' and 'D' posts, shall be as follows:

1. Special Secretary (Home) — Chairman.
2. Director of Prosecution — Member.
3. Joint Secretary (Personnel) — Member.
4. Under Secretary (Home) — Member.

This has the approval of Government and comes in force with immediate effect.

By order and in the name of the Governor of Goa.

Siddhivinayak S. Naik, Under Secretary (Home).

Porvorim, 18th January, 2010.

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Department of Industries—
Order

No. 3/7/2007-IND

Read: Notification No. 3/7/2007-IND dated 11-11-2009 regarding Goa State Employment Subsidy Scheme for Bio Technology Unit, 2009 published in the Official Gazette, Series I No. 35 dated 26th November, 2009.

In pursuance of the above cited Notification and in respect to para 8 of the said Notification,

Government is pleased to constitute Task Force Committee consisting of the following members:

1. Director of Industries, Trade and Commerce, Panaji — Chairman.
2. General Manager (DIC), Panaji — Member.
3. Under Secretary, Finance (Expenditure) Secretariat, Porvorim — Member.
4. President, Goa State Industries Association, Panaji or his representative — Member.
5. President, Goa Chamber of Commerce and Industry, Panaji or his representative — Member.

The above Committee shall scrutinize the applications and recommend benefits under the above Scheme.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Industries).
Porvorim, 19th January, 2010.

Order

No. 3/7/2007-IND

Read: Notification No. 3/7/2007-IND dated 11-11-2009 regarding Interest Subsidy Schemes for Bio Technology Units, 2009 published in the Official Gazette, Series I No. 35 dated 26th November, 2009.

In pursuance of the above cited Notification and in respect to para 8 of the said Notification, Government is pleased to constitute Scrutinizing Committee consisting of the following members:

1. General Manager (DIC), Directorate of Industries, Trade and Commerce, Panaji — Chairman.
2. Assistant Director (Admn.), Directorate of Industries, Trade and Commerce, Panaji — Member.
3. Under Secretary, Finance (Expenditure) Secretariat, Porvorim — Member.
4. President, Goa State Industries Association, Panaji or his representative — Member.

5. President, Goa Chamber of Commerce and Industry, Panaji or his representative — Member.

The above Committee shall scrutinize and recommend the applications within stipulated time for disbursement of the amount.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Industries).
Porvorim, 19th January, 2010.

Order

No. 3/7/2007-IND

Read: Notification No. 3/7/2007-IND dated 11-11-2009 regarding Goa State Investment Subsidy Scheme for Bio Technology Units, 2009 published in the Official Gazette, Series I No. 35 dated 26th November, 2009.

In pursuance of the above cited Notification and in respect to para 12 of the said Notification, Government is pleased to constitute State Level Committee consisting of the following members:

1. Hon'ble Minister of Industries/ /Chief Minister, Government of Goa — Chairman.
2. Secretary (Industries) — Member.
3. Secretary (Finance) — Member.
4. Managing Director, EDC Limited, Panaji — Member.
5. President, Goa State Industries Association, Panaji — Member.
6. President, Goa Chamber of Commerce and Industry, Panaji — Member.
7. Director of Industries, Trade and Commerce, Panaji — Member Secretary.

The above Committee shall go into merits of each case to decide whether the Bio-Tech Unit qualifies for grant of State Investment Subsidy and will also determine the quantum of State Investment Subsidy admissible to the Bio-Tech Unit etc.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Industries).
Porvorim, 19th January, 2010.

Order

No. 11/3/2007-IND(Part file)

After the expiry of the contract period of Shri A. V. Palekar, as Managing Director, Goa-IDC on 31-12-2009 he stands relieved from the said post w.e.f. 01-01-2010.

Consequent upon the relieving of Shri A. V. Palekar from the post of Managing Director, Goa-IDC, Shri A. D. Naik, Chief General Manager, Goa-IDC is hereby directed to hold the charge of the Managing Director, Goa-IDC in addition to his own duties until further orders.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Industries).
Porvorim, 20th January, 2010.

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Department of Labour

Notification

No. 28/1/2009-LAB

The following award passed by the Labour Court-II, at Panaji-Goa, on 10-12-2009 in reference No. IT/23/06 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).
Porvorim, 14th January, 2010.

THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. IT/23/06

Smt. Reena Divkar,
H. No. 473, Sakhwadi, Arpora,
Bardez-Goa. ... Workman/Party I
V/s
M/s. Royal Goan Beach
Club Monteiro,
Arpora-Baga,
Bardez-Goa. ... Employer/Party II

Party I/Workman is represented by Adv., Shri Suhas Naik.

Party II/Employer is represented by Adv., Shri M. S. Bandodkar.

Panaji, dated: 10-12-2009.

AWARD

In exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 12-06-2006 bearing No. 28/02/2006-LAB/354 referred the following dispute for adjudication by this Labour Court-II.

- “(1) Whether the action of the management of M/s. Royal Goan Beach Club Monteiro, Arpora, Bardez-Goa in terminating the services of their workperson Smt. Reena Divkar, Resort Attendant, with effect from 11-05-2003, is legal and justified?
(2) If not, to what relief, the workperson is entitled?”

2. On receipt of the reference, a case was registered under No. IT/23/06 and registered A/D notice was issued to the parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party I (for short 'Workman'), filed her statement of claim on 28-06-2007 at Exb. 3. The facts of the case in brief as pleaded by the Workman are that the Employer/Party II (for short "Employer") is a 'Starred Resort' which caters to the needs of Indian and Foreign Tourists by providing them room services and restaurants facilities by charging certain tariffs. She stated that the Employer employs many Workmen to cater to the needs of these tourists. She stated that she was employed as a 'Resort Attendant' by the Employer w. e. f. 10-01-1997 and since then she continued to work at the above restaurants as a 'Resort Attendant'. She stated that she was issued an 'Attendance Card' for marking the presence of the Workman and the said 'Attendance Card' was kept at the 'Security Office' at the entrance of the gate and all the workperson including herself were required to sign this 'Attendance Card' by putting time entry and signature. She stated that the said 'Attendance Card' was subsequently handed over to the Personnel Department and is retained in the custody of the Personnel Department. She stated that she worked with the Employer for the period starting from 10-01-1997 till 31-08-1999 continuously without any break in service. She stated that on 01-10-1999, the Employer issued to

her three consecutive back dated letters at random stating that she is on 'training period'. She stated that the General Manager of the Employer Hotel informed her that if she does not give acknowledgment on this letters, her services would be abruptly terminated. She stated that fearing the termination of her services, she was forced to sign this letters in a token of acceptance. She stated that she was issued three letters of "Fixed Term Contract Letters" for a period of five months each dated 01-10-2000, 10-12-2000 and 04-03-2002. She stated that again on 11-03-2003 the Personal Manager called her and handed over to her one more letter dated 11-03-2003, stating that 'her contracts stand extended till 11-06-2003'. She stated that she told the Personnel Manager that she had worked for many years continuously and the management should confirm her in services and refused to sign the said letter. She stated that the Personnel Manager informed her that if she did not sign the said letter, her services would be abruptly terminated. She stated that she did not sign the above referred letter for the reasons stated above and hence her services were terminated on 11-05-2003. She stated that after terminating her services, the management recruited many new workers in her place. She stated that the termination of her services is illegal, unjustified and bad in law as it is in contravention of Sec. 25-F of the I. D. Act, 1947. She stated that after termination of her services, she made many efforts to meet the Personnel Manager, but all her efforts were turned down. She stated that she thereafter received a Registered A/D letter from the Personnel Manager stating that a cheque has been enclosed for an amount of Rs. 3,349/- towards her full and final settlement. She stated that the amount mentioned in the said cheque is not correct. She stated that she had worked continuously for more than six years without any break in services. She stated that she had completed more than 240 days of continuous service from her initial date of employment. She stated that she is presently unemployed and does not have any source of income. She therefore prayed that she may be reinstated in the services of the Employer with full back wages and continuity in services and the termination of her services be held as illegal, unjustified and bad in law.

3. The Employer filed its written statement on 28-08-2007 at Exb. 5. The Employer resisted the claim of the Workman preliminary on the ground that the Workman was appointed on purely causal basis for the specific period and her services stood

automatically terminated as a result of non-renewal of the contract between the Employee and the Employer and the Workman concerned has no lien on the employment. The Employer stated that though the Workman was not entitled, she made provisions for payment of retrenchment compensation to her and accordingly the amount of retrenchment compensation, notice pay etc. was kept in the Personnel Department and she was asked to collect the same. The Employer stated that the Workman did not collect the same intentionally and made a false and baseless complain before the Assistant Labour Commissioner alleging that the management illegally terminated her services. The Employer stated that since the Workman refused to accept it she was paid by cheques, her dues including retrenchment compensation, notice pay, gratuity etc. and was send by the Registered A/D which is accepted by the Workman. The Employer stated that the services of the Workman were availed by them due to business exigencies and/or temporary increase in the work under a contract of specific period as mentioned in the said contract. The Employer denied the case of the Workman in tato as pleaded in her statement of claim. The Employer however admitted that since there was exigencies of work for certain periods the services of the Workman was initially taken on fixed term contract basis for the period from 01-10-2000 to 28-02-2001, thereafter again from 04-03-2002 to 31-08-2002 and thereafter again the services availed from 12-10-2002 to 11-03-2003. The Employer stated that the termination of services of the Workman is automatic as per contract and the terms and conditions mentioned in the said contract and therefore it is legal and justified and as per the provisions of Section 2 (oo) (bb) of the I. D. Act, 1947. The Employer stated that the Workman had failed to made out her case for granting any relief, much less the relief of reinstatement with full back wages and continuity in services or that the termination of services of the Workman be held illegal, unjustified and bad in law. The Employer therefore prayed for dismissal of the present reference.

4. Thereafter, the Workman filed her rejoinder on 25-03-2008. The Workman by way of rejoinder, confirms and reiterates all her submissions, averments and statements made in her claim statement to be correct and proved and denied all the statements, averments and submissions made by the Employer in its written statement which are contrary to her statement and averments made in her claim statement. The Workman stated that

after the termination of her services the Employer Company has recruited new workers in her place and there is a vacancy with Employer Company.

5. Thereafter on the basis of the pleadings filed by the respective parties this Court framed issues at Exb. 11 which are as under:

1. Whether the Party I proves that she had worked for Party No. II since 10-01-97 continuously without any break in service?
2. Whether the Party I proves that the Party II had issued back dated letters stating that the Party I was on training period?
3. Whether the Party I proves that her termination is illegal, unjustified and bad in law?
4. Whether the Party II proves that the Party I was appointed on fixed term contract?
5. Whether the Party II proves that the services of the Party I stand terminated for non-renewal of contract?
6. What relief?
7. What Award?

6. Thereafter the case was fixed for the evidence of the Workman. On 14-09-2009, the Ld. Adv., Shri Suhas Naik appearing for the Workman as well as the Ld. Adv., Shri M. S. Bandodkar appearing for the Employer appeared and jointly submitted that the matter is likely to be settled amicably between the parties. Accordingly, they have filed the terms of settlement on 25-11-2009 at Exb. 15 and submitted that an award be passed in terms of said amicable settlement.

I have carefully perused the said terms of settlements at Exb. 15 and I am of the opinion that the said terms of settlement are beneficial to both the parties. It also helps in keeping peaceful harmonious industrial relations between the parties and hence I pass the following order:

ORDER

1. It is agreed between the parties that the Party I, Smt. Reena Divkar shall be employed as fresh Workman with the management of M/s. Royal Goan Beach Resort at Monteiro, Baga, Bardez-Goa as Jr. Resort Attendant, Grade I.

2. It is further agreed between the parties that the Party I shall not claim any money or benefit arising out of the present reference No. IT/23/06 including any claims of earned wages, bonus,

retrenchment compensation, gratuity, ex-gratia etc. or any other claim which can be computed in terms of money from the period from the date of termination till the respective date of joining duty, and satisfies all claims arising out of the above reference.

3. It is agreed that Smt. Reena Divkar shall resume work on 01-12-2009 and shall report to HRD Manager for further instructions.

4. That in view of the amicable settlement between the parties hereto, the dispute as to "Whether the action of the Management of M/s. Royal Goan Beach Club Monteiro, Arpora, Bardez-Goa in terminating the services of their workperson Smt. Reena Divkar, Resort Attendant, with effect from 11-05-2003, is legal and justified?" *does not survive.*

No order as to costs.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Notification

No. 28/1/2009-LAB

The following award passed by the Labour Court-II, at Panaji-Goa, on 23-11-2009 in reference No. IT/64/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 14th January, 2010

THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. IT/64/07

Ms. Sandhya Satelkar,
House No. 508,
Arpora,
Bardez-Goa.
V/s

... Workman/Party I

M/s. Royal Goan Beach
Club Monteiro,
Arpora, Baga,
Bardez -Goa.

... Employer/Party II

Party I/Workman is represented by Adv., Shri Suhas Naik.

Party II/Employer is represented by Adv., Shri M. S. Bandonkar.

Panaji, dated: 23-11-2009.

AWARD

In exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 07-09-2006 bearing No. 28/05/2006-LAB/611 referred the following dispute for adjudication by this Labour Court-II.

“(1) Whether the action of the management of M/s. Royal Goan Beach Club Monteiro, Arpora, Bardez-Goa in terminating the services of their workperson Ms. Sandhya Satelkar, Resort Attendant, with effect from 11-05-2003, is legal and justified?”

(2) If not, to what relief, the workperson is entitled?”

2. On receipt of the reference, a case was registered under No. IT/64/07 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (for short ‘Workman’), filed her statement of claim on 22-01-2008 at Exhibit-8. The facts of the case in brief as pleaded by the Workman are that the Employer/Party II (for short ‘Employer’) is a “Starred Resort” which caters to the needs of Indian and Foreign Tourists by providing them room services and restaurants facilities by charging certain tariffs. She stated that the Employer employs many workmen to cater to the needs of these tourists. She stated that she was employed as a “Resort Attendant” by the Employer w. e. f. 09-10-1998 and since then she continued to work at the above restaurants as a “Resort Attendant”. She stated that she was issued an “Attendance Card” for marking the presence of the workmen. She stated that said attendance card was kept at the security office at the entrance of the gate. She stated that and all the workpersons including herself were required to sign this attendance card by putting them to entry and signature. She stated that the said ‘Attendance

Card’ was subsequently handed over to the Personal Department and retained in the custody of the Personnel Department. She stated that she worked with the Employer for the period starting from 09-10-1998 till 31-11-2001 continuously without any break in service. She stated that on 11-03-2003, the management called her and handed over a letter dated 11-03-2003 stating that her contracts stands extended till 11-06-2003. She stated that she refused to sign the said letter and requested the Personnel Manager to confirm her services as she had completed many years of continuous service. She stated that she was informed by the Personnel Manager that if she does not sign the said letter, her services would be abruptly terminated. She stated that since she did not sign the above referred letter for the reasons stated above, her services stands terminated on 11-05-2003. She stated that after terminating her services, the management recruited many new workers in her place. She stated that the termination of her services is illegal, unjustified and bad in law as it is in contravention of Sec. 25-F of the I. D. Act, 1947. She stated that after termination of her services, she made many efforts to meet the Personnel Manager, but all her efforts were turned down. She stated that she thereafter received a register A/D letter from the Personnel Manager stating that a cheque has been enclosed towards her full and final settlement. She stated that the amount mentioned in the said cheque is not correct. She stated that she is presently unemployed and does not have any source of income. She therefore prayed that she may be reinstated in the services of the Employer Hotel with full back wages and continuity in services. She also prayed that the termination of her services be held as illegal, unjustified and bad in law.

3. The Employer filed written statement on 07-04-2008 at Exhibit 9. The Employer resisted the claim of the Workman preliminarily on the ground that the Workman was engaged by them for a specific fixed term periods, specifying the same period in the contractual agreement itself from time to time and the said contractual agreements were accepted by the Workman. The Employer stated that at no point of time, the Employer Company employed the Workman in regular employment and her appointments were purely of a casual nature based on contractual agreements which has been accepted by the Workman. The Employer stated that they had no point of time terminated the services of the Workman. The Employer stated that in fact the Workman was

appointed on specific period, discontinuation of the employment in the said period cannot be termed as termination under the provisions of the I. D. Act, 1947, since at the time of appointment itself, the last day of working was intimated to the Workman and the Workman was knowing that date of her engagement with the Employer Company, hence, the reference itself is bad in law and not maintainable. The Employer stated that the services of the Workman were availed by them as and when required due to business exigencies. The Employer stated that they have entered into valid contracts. They stated that the terms of the contract entered into between them and the Workman are very clear, specific and there is no ambiguity. The Employer stated that the said contracts are genuine and accepted by the parties as and when they are entered into the contracts and there is no scope for making any allegations of Sham and/or Camouflage. The Employer stated that the appointment/termination of services of the workman is a result of non renewal of contract of employment between them and the Workman which is strictly covered under the provisions of Sec. 2 (oo) (bb) of the I. D. Act, 1947 and not under the provisions of Sec. 2(oo) and/or Sec. 25-F of the said Act. The Employer stated that the purported dispute was not raised/espoused by the Union or group of persons/employees and the said dispute is not coverable u/s 2(k) or 2(A) of the I. D. Act, 1947. The Employer stated that the Workman being employed on the specific terms, she had no lien over the employment. The Employer stated that though the Workman was not entitled for any retrenchment compensation as it is not covered under Sec. 25-F or u/s 2(oo) of the I. D. Act, 1947, but was covered under the exception to the section and covered u/s 2(oo) (bb) of the said Act. The Employer stated that as per the specific clause of the agreement between the parties, it was agreed that, the temporary employment may be terminated by them or by the Workman at any time with or without notice or payment in lieu of notice and hence no dispute of whatsoever nature can survive. The Employer stated that the Workman was employed for fixed period, however due to business exigency, they intended to extend her contractual employment for further period. The Employer stated that the Workman was informed accordingly and she accepted the same. The Employer further stated that subsequently the Workman demanded that her services should be made permanent otherwise she will discontinue the employment with the employer. The Employer

stated that the Workman discontinued her employment on her own accord from 11-05-2003 onwards and hence they have cleared her dues and also paid her gratuity, retrenchment compensation and notice pay, though she was not entitled for the same. The Employer stated that it is not obligatory on their part to engage the services of the workman only when her fixed term contract expired. The Employer denied the case of the Workman in toto. The Employer submitted that, the entire action is just fair and proper and it has not terminated the services of the Workman, she is not entitled to any back wages or continuity in service or other benefits. The Employer therefore prayed that the entire reference ought to be rejected in limine.

4. Thereafter, the Workman filed her rejoinder on 04-06-2008 at Exhibit 10. The Workman by way of her rejoinder confirms and reiterates all her submissions, averments and statements made in her claim statement to be correct and true and denies all the statements, averments and submissions made by the Employer in its written statement which are contrary to her statement and averments made in her claim statement. The Workman stated that after the termination of her services, the Employer Company has recruited new workers in her place and there is a vacancy with Employer Company.

5. Thereafter the case was fixed for the P. I. D. of the respective parties. However the Ld. Adv., Shri Suhas Naik appearing for the Workman as well as the Ld. Adv., Shri M. S. Bandodkar appearing for the Employer jointly submitted that the matter is likely to be settled amicably between the parties. Accordingly, they have filed the terms of settlement on 16-11-2009 at Exhibit 14 and submitted that an award be passed in terms of said amicable settlement.

I have carefully perused the said terms of settlements at Exb. 14 and I am of the opinion that the said terms of settlement are beneficial to both the parties. It also helps in keeping peaceful harmonious industrial relations between the parties. And hence I pass the following order:

ORDER

1. It is agreed between the parties that the Party I, Ms. Sandhya Satelkar, shall be employed as fresh workman with management of M/s. Royal Goan Beach Resort at Monterio, Baga, Bardez-Goa as Jr. Resort Attendant, Grade I.

2. It is further agreed between the parties that the Party I shall not claim any money or benefit arising out of the present reference No. IT/64/07 including any claims of earned wages, bonus, retrenchment compensation, gratuity, ex-gratia, etc. or any other claim which can be computed in terms of money from the period from the date of termination till the respective date of joining duty and satisfies all claims arising out of the above reference.

3. It is agreed that Ms. Sandhya Satelkar shall resume work on 01-12-2009 and shall report to HRD Manager for further instructions.

4. That in view of the amicable settlement between the parties hereto, the dispute as to "whether the action of the Management of M/s. Royal Goan Beach Club Monteiro, Arpora, Bardez-Goa in terminating the services of their workperson Ms. Sandhya Satelkar, Resort Attendant, with effect from 11-05-2003, is legal and justified?" does not survive.

No order as to costs.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Notification

No. 28/1/2009-LAB

The following award passed by the Labour Court-II, at Panaji-Goa, on 09-12-2009 in reference No. IT/65/2007 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 14th January, 2010.

THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. IT/65/2007

Smt. Laxmi Murari,
House No. 84, Mainath Bhatti,
Arpora, Bardez-Goa. ... Workman/Party I
V/s

M/s. Royal Goan Beach
Club Monteiro,
Arpora, Baga,
Bardez-Goa. ... Employer/Party II

Party I/Workman is represented by Adv., Shri Suhas Naik.

Party II/Employer is represented by Adv., Shri M. S. Bandodkar.

Panaji, dated: 09-12-2009.

AWARD

In exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 07-09-2006 bearing No. 28/04/2006-LAB/610 referred the following dispute for adjudication by this Labour Court-II.

"(1) Whether the action of the Management of M/s. Royal Goan Beach Club Monteiro, Arpora, Bardez-Goa in terminating the services of their workperson Smt. Laxmi Murari, Sweeper, with effect from 11-05-2003, is legal and justified?

(2) If not, to what relief, the workperson is entitled?"

2. On receipt of the reference, a case was registered under No. IT/65/07 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (for short 'Workman'), filed her statement of claim on 31-12-2007 at Exhibit 10. The facts of the case in brief as pleaded by the Workman are that the Employer/Party II (for short "Employer") is a Starred Resort which caters to the needs of Indian and Foreign Tourists by providing them room services and restaurants facilities by charging certain tariffs. She stated that the Employer employs many Workmen to cater to the needs of these tourists. She stated that she was employed as a "Sweeper" by the Employer w. e. f. 15-05-1997 and since then she continued to work at the above restaurant as a "Sweeper". She stated that she was issued an 'Attendance Card' for marking the presence of the Workmen and the said 'Attendance Card' was kept at the 'Security Office' at the entrance of the gate. She stated that

all the workperson including her were required to sign this 'Attendance Card' by putting time entry and signature. She stated that the said 'Attendance Card' was subsequently handed over to the Personnel Department and is retained in the custody of the Personnel Department. She stated that she worked with the Employer for the period starting from 15-05-1997 till 31-11-2001 continuously without any break in service. She stated that on 09-12-2001 she was issued a fixed contract letter for a period of five months however, she was continued in employment from 01-12-2001 till 15-04-2003. She stated that on 11-03-2003, she was called by the Personnel Manager and handed over to her a letter dated 11-03-2003 wherein it was mentioned that "her contracts stands extended till 11-06-2003". She stated that she informed the Personnel Manager that she has worked for many years continuously and the management should confirm her in services and refused to sign the said letter. She stated that at this juncture, the Personnel Manager informed her that if she does not sign the said letter her services would be abruptly terminated. She stated that accordingly she did not sign the above referred letter for the reason stated above and hence her services were terminated on 11-05-2003. She stated that after terminating her services, the management recruited many new workers in her place. She stated that the termination of her services is illegal, unjustified and bad in law as it is in contravention of Sec. 25-F of the Industrial Disputes Act, 1947. She stated that after termination of her services, she made many efforts to meet the Personnel Manager, but all her efforts were turned down. She stated that she thereafter received a Registered A/D letter from the Personnel Manager stating that a cheque has been enclosed towards her full and final settlement. She stated that the amount mentioned in the said cheque is not correct. She stated that she is presently unemployed and does not have any source of income. She therefore prayed that she may be reinstated in the services of the Employer with full back wages and continuity in services and the termination of her services be held as illegal, unjustified and bad in law.

3. The Employer filed its written statement on 24-04-2008 at Exhibit 15. The Employer resisted the claim of the Workman preliminary on the ground that the Workman was engaged by them for a specific fixed term periods, specifying the same period in the contractual agreement itself and the said contractual agreements were accepted by the Workman. The Employer stated

that at no point of time, the Employer Company employed the Workman in regular employment and her appointments were purely of a casual basis, based on exigency of work on contractual basis, which had been accepted by the Workman. The Employer stated that they at no point of time terminated the services of the Workman. The Employer stated that in fact the Workman was appointed on specific period, discontinuation or the non-renewal of the contract of employment after the expiry of the said period cannot be termed as termination under the provisions of the Industrial Disputes Act, 1947. The Employer stated that since at the time of appointment itself, the last day of working was intimated to the Workman and accordingly the Workman had accepted the said work. Hence, the reference itself is bad in law and not maintainable. The Employer stated that the services of the Workman were availed by them as and when required due to business exigencies. The Employer stated that they have entered into valid contracts. They stated that the terms of the contract entered into between them and the Workman are very clear, specific and there is no ambiguity. The Employer stated that the said contracts are genuine and accepted by the parties as and when they are entered into the contracts and there is no scope for making any allegations of Sham and/or Camouflage. The Employer stated that the appointments/termination of services of the Workman is a result of non-renewal of contract of employment between them and the Workman which is strictly covered under the provisions of Sec. 2 (oo) (bb) of the Industrial Disputes Act, 1947 and not under the provisions of Section 2(oo) and/ or Section 25-F of the said Act. The Employer stated that the purported dispute was not raised/espoused by the Union or group of persons/employees and the said dispute is not coverable under Section 2(k) or 2(A) of the Industrial Disputes Act, 1947. The Employer stated that the Workman being employed on the specific terms, she had no lien over the employment. The Employer stated that the Workman was not entitled for any retrenchment compensation as it is not covered under Sec. 25-F or under Section 2(oo) of the Industrial Disputes Act, 1947, but was covered under the exception to the section 2(oo) (bb) of the said Act. The Employer stated that as per the specific clause of the agreement between the parties, it was agreed that, the discontinuation of the employment can be done without notice or payment in lieu of notice and hence no dispute of whatsoever nature can survive. The Employer

stated that the Workman was employed for fixed period, however due to business exigency, they intended to extend her contractual employment for further period. The Employer stated that the Workman was informed accordingly and she accepted the same. The Employer further stated that subsequently the Workman demanded that her services should be made permanent, otherwise she will discontinue the employment with the Employer Hotel. The Employer stated that the Workman on her own accord discontinued/ remained absent from 11-05-2003 onwards and hence she was offered gratuity, retrenchment compensation and notice pay, though she was not entitled for the same. The Employer stated that the Workman had raised a false claim of termination for wrongful gain. The Employer stated that since the services of the Workman has not been retrenched, the question of following the condition precedent of Sec. 25-F does not arise. The Employer denied the case of the Workman in toto. The Employer submitted that, their entire action is just fair and proper and it has not terminated the services of the Workman. The Employer stated that, she is not entitled to any back wages or continuity in service or other benefits. The Employer, therefore prayed that the entire reference ought to be rejected in limine.

4. Thereafter, the Workman filed her rejoinder on 13-01-2009 at Exb. 16. The Workman by way of rejoinder confirms and reiterates all her submissions, averments and statements made in her claim statement to be correct and proved and denied all the statements, averments and submissions made by the Employer in its written statement which are contrary to her statement and averments made in her claim statement. The Workman stated that after the termination of her services the Employer Company has recruited new workers in her place and there is a vacancy with Employer Company.

5. Thereafter on the basis of the pleadings filed by the respective parties this Court framed issues at Exb. 17 which are as under:

1. Whether the Workman/Party I proves that she was employed with the Employer/Party II continuously without any break in service w. e. f. 15-05-1997 till 31-11-2001?
2. Whether the Workman/ Party I proves that the action of the Employer/Party II in terminating her services w. e. f. 11-05-2003 is illegal and unjustified?
3. Whether the Employer/Party II proves that present reference issued by the Govt. of Goa

is bad in law in view of the reasons mentioned in Para A to H of its written statement?

4. Whether the Workman/Party I is entitled for any relief?

5. What award?

6. Thereafter the case was fixed for the Production/Inspection of Documents of the respective parties. However on 16-06-2009, the Ld. Adv., Shri Suhas Naik appearing for the Workman as well as the Ld. Adv., Shri M. S. Bandodkar appearing for the Employer jointly submitted that the matter is likely to be settled amicably between the parties. Accordingly, they have filed the terms of settlement on 16-11-2009 at Exb. 22 and further submitted that an award be passed in terms of said amicable settlement.

I have carefully perused the said terms of settlements at Exb. 22 and I am of the opinion that the said terms of settlement are beneficial to both the parties. It also helps in keeping peaceful harmonious industrial relations between the parties and hence I pass the following order:

ORDER

1. It is agreed between the parties that the Management of M/s. Royal Goan Beach Club Monteiro, Baga, Bardez-Goa shall pay a sum of Rs. 36,000/- (Rupees thirty six thousand only) to Smt. Laxmi Murari by Cheque No. 309417 dated 16-11-2009 drawn on HDFC Bank Ltd., payable at par, in full settlement of all her claims, which shall include earned wages, bonus, leave encashment, overtime, gratuity etc. if any, arising out of employment and/or termination of services, including any other claim/sum which can be computed in terms of money.

2. It is agreed by Smt. Laxmi Murari, the Party I that, she shall accept the amount mentioned in the clause (1) in full and final settlement of all her claims arising out of the employment/termination of her services, including claim of earned wages, bonus, overtime, leave encashment, gratuity etc. if any or any other claim/sum which can be computed in terms of money in complete satisfaction of all her claims including claim made in the present reference No. IT/65/07 and further confirm that she shall have no claim of whatsoever nature against the company including any claim of reinstatement or/and re-employment.

3. That in view of the amicable settlement between the parties hereto, the dispute as to "Whether the action of the Management of M/s. Royal Goan Beach Club Monteiro, Arpora, Bardez-Goa in terminating the services of their

workperson, Smt. Laxmi Murari, 'Sweeper', with effect from 11-05-2003, is legal and justified?" does not survive.

No order as to costs.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Department of Law and Judiciary

Law (Establishment) Division

High Court of Judicature at Bombay

Notification

No. P. 1616/2000

(For insertion in the Goa Government Gazette).

In view of the amendment made in the Bombay High Court (Conduct) Rules and in exercise of the powers conferred by Article 229 of the Constitution of India, the Hon'ble the Acting Chief Justice has been pleased to constitute the following new Committee to deal with the complaints, if any, of Sexual Harassment to any women in the High Court of Bombay at Goa:

The Committee for Class-I & Class-II Employees	The Committee for Class III & Class IV Employees
1. Hon'ble Smt. Justice N. N. Mhatre.	1. Kum. I. K.Jain, Registrar.
2. Hon'ble Shri Justice N. A. Britto.	2. Shri B. P. Deshpande, DJ-1 & Additional Sessions Judge, Panaji.

High Court of Judicature
at Bombay.

A. I. S. Cheema
Registrar General

Dated: 20th January, 2010.

Department of Personnel

Order

No. 6/9/2008-PER(Part)

Read: Order No. 6/4/91-PER(Part-I) (B) dated
12-09-2006.

Whereas, on the recommendation of the Review
Departmental Promotion Committee as conveyed by

the Goa Public Service Commission vide its letter
No. COM/II/11/42(1)/96-2002/Vol.III/278 dated
08-09-2006, 14 Officers holding the posts included
in Schedule II of the Goa Civil Service Rules, 1997,
were promoted to hold Junior Scale posts of Goa
Civil Service, Group 'A' Gazetted, vide Order
No. 6/4/91-PER-Part-I (A) dated 12-09-2006, read in
preamble.

Whereas, Shri. L. S. Pereira, one of the Officers
holding the posts included in Schedule II of the Goa
Civil Service Rules, 1997, was also considered by
the Review D. P. C. for promotion to hold Junior Scale
post of Goa Civil Service, but recommended to
keep his promotion in abeyance till the penalty of
withholding of 2 increments without cumulative
effect imposed on him by the Directorate of
Vigilance vide No. 5/75/2004-VIG/1168 dated
19-06-2006 is completed.

Whereas, the Directorate of Accounts, Panaji has
certified that after withholding 2 increments of
Shri L. S. Pereira for the years 2007 and 2008, his
increment has been released on 1st July, 2009.

Now, Therefore, the Governor of Goa is pleased to
promote and appoint Shri L. S. Pereira, Officer
holding the post included in Schedule II of the Goa
Civil Service Rules, 1997 to hold the Junior Scale
post of the Goa Civil Service, Group 'A' Gazetted in
Pay Band of Rs. 15,600-39,100 with Grade Pay of Rs.
5,400/- notionally from 12-09-2006 and placed him
in the Order dated 12-09-2006, read in preamble, at
Serial No. 13 below Shri Shamsunder G. Korgaonkar
and above Shri Sunil P. Masurkar. He shall get the
actual monetary benefit w.e.f. 01-07-2009 i.e. from
the date of release of his increment.

Shri L. S. Pereira shall be on probation for a period
of two years from the date of his joining. He shall
exercise option for pay fixation within a period of
one month from the date of issue of order.

Shri L. S. Pereira shall continue in the present
posting until further orders.

By order and in the name of the Governor
of Goa.

Yetindra M. Maralkar, Joint Secretary
(Personnel).

Porvorim, 7th January, 2010.

Order

No. 15/5/97-PER (Part)

Shri Pipi Murgaoonkar, B.D.O. Mormugao is
transferred and posted as B.D.O., Bicholim with
immediate effect in public interest.

Consequently, Shri Arvind Mishra, B.D.O. Bicholim, holding additional charge of the post of B.D.O., Satari, shall now hold full charge of the post of B.D.O, Satari.

Shri Sagun R. Velip, B.D.O.-I, Salcete shall hold charge of the post of B.D.O., Mormugao, in addition to his own duties, until further orders.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 18th January, 2010.

Order

No. 7/6/99-PER (PF.)

Shri S. Kumaraswamy, IAS (AGMU: 91), Secretary (Labour), shall function as Secretary (Civil Supplies & Price Control) during the leave period of Shri V. P. Rao, IAS (AGMU: 99) Secretary (Civil Supplies & Price Control), in addition to his own duties with immediate effect and until further orders.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).

Porvorim, 19th January, 2010.

Department of Power

Office of the Chief Electrical Engineer

Notification

No. 60/2/R-APDRP/CEE/TECH/4

The Government of Goa has approved reconstitution of the Distribution Reforms Committee (DRC) to monitor the R-APDRP Schemes at the State Level.

The "Distribution Reforms Committee" shall consist of the following:

1. Shri Sanjay Srivastava, Chief Secretary, Government of Goa — Chairman.
2. Shri S. Kumaraswamy, Secretary (Power), Government of Goa — Member.
3. Shri Nirmal Braganza, Chief Electrical Engineer — Member Secretary.
4. Shri Prashant Moundekar, Nodal Officer (R-APDRP Goa) — Member.

5. Shri R. D. Talegaon, Superintending Engineer, Circle I(S), Margao — Member.

6. Shri S. T. Bhangui, Superintending Engineer, Circle II(N), Panaji — Member.

7. Shri Carmo Fernandes, Executive Engineer (MRT), Div. VIII, Margao — Member.

The above "Distribution Reforms Committee" will—

1. Recommend the project proposals of the Electricity Department to the Ministry of Power after ensuring that all the formalities have been complied with;
2. Monitor the achievement of milestones and targets under the Scheme; and
3. Monitor the compliance to conditionalities/requirements to convert loan into grant.

This replaces the earlier constituted DRC.

By order and in the name of the Governor of Goa.

Nirmal Braganza, Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 19th January, 2010.

Department of Public Health

Order

No. 7/4/2003-I/PHD

Smt. Jyoti J. Sardesai, Assistant Drugs Controller under the Directorate of Food and Drugs Administration shall hold additional charge of the post of Dy. Director in addition to her own duties with immediate effect and until further orders, in public interest.

By order and in the name of the Governor of Goa.

Paula Fernandes, Under Secretary (Health-II).

Porvorim, 15th January, 2010.

Corrigendum

No. 7/4/2003-I/PHD

Read: Government Order No. 7/4/2003-I/PHD dated 15-01-2009.

The date of Order in the above preamble may be read as "15-01-2010" instead of '15-01-2009'.

Rest of the contents remain unchanged.

By order and in the name of the Governor
of Goa.

Paula Fernandes, Under Secretary (Health-II).

Porvorim, 19th January, 2010.



Department of Public Works

Office of the Principal Chief Engineer

—

Order

No. 50/1/80/PCE-PWD-ADM-II/14

Government is pleased to constitute State Water and Sanitation Mission with Apex Committee and Executive Committee with the following members to provide the operational flexibility to the State Government so that the desired thrust is made available for an integrated implementation of institutionalizing community participation under Rural Water Supply Programme and Total Sanitation Campaign (TSC) under the Rural Sanitation Programme under the Department of Drinking Water Supply (DDWS), Ministry of Rural Development (MoRD), Government of India.

State Water and Sanitation Mission—

(1) Apex Committee:

- | | | |
|--|---|-------------------|
| 1. Chief Secretary | — | Chairman. |
| 2. Secretary (Health) | — | Member. |
| 3. Secretary (Finance) | — | Member. |
| 4. Secretary (PWD) | — | Member. |
| 5. Secretary (Rural Development) | — | Member. |
| 6. Secretary (Panchayati Raj) | — | Member. |
| 7. Secretary (Education) | — | Member. |
| 8. Secretary (Information & Publicity) | — | Member. |
| 9. Chief Engineer-I, PWD | — | Member. |
| 10. Principal Chief Engineer, PWD | — | Member Secretary. |

The Member Secretary shall be responsible for all the Mission Activities and for conveying the meetings of the Apex Committee. The Apex Committee shall meet twice in a year.

State Water and Sanitation Mission—

(2) Executive Committee:

- | | | |
|----------------------------------|---|-----------|
| 1. Principal Chief Engineer, PWD | — | Chairman. |
| 2. Chief Engineer-I, PWD | — | Member. |
| 3. Chief Engineer, WRD | — | Member. |

- | | | |
|--|---|---------|
| 4. Director, Directorate of Health Services | — | Member. |
| 5. Director, Directorate of Panchayats | — | Member. |
| 6. Director, Directorate of Information & Publicity | — | Member. |
| 7. Director, Directorate of Education | — | Member. |
| 8. Director, Directorate of Social Welfare | — | Member. |
| 9. Superintending Engineer-V, PWD | — | Member. |
| 10. Superintending Engineer-VIII, PWD | — | Member. |
| 11. Superintending Engineer-Mon & Eval, PWD | — | Member. |
| 12. Project Director, DRDA-North Goa | — | Member. |
| 13. Project Director, DRDA-South Goa | — | Member. |
| 14. Project Director, Directorate of Sarva Shiksha Abhiyan | — | Member. |

The Chairman of the Committee shall be empowered to appoint additional members at his discretion.

By order and in the name of the Governor
of Goa.

A. M. Wachasundar, Principal Chief Engineer,
PWD & ex officio Addl. Secretary.

Panaji, 15th January, 2010.

Order

No. 50/1/80/PCE-PWD-ADM-II/15

Government is pleased to constitute Water and Sanitation support organization (WSSO) under State Water and Sanitation Mission (SWSM) with the following members to deal with Communication and Capacity Development Unit (CCDU), National Rural Water Quality Monitoring & Surveillance (NRWQM&S), Management Information System (MIS)/Computerization Project, M & E and IEC & HRD (CCDU), R & C etc., as per the guidelines for which 100% funds will be provided by Department of Drinking Water Supply (DDWS), Ministry of Rural Development (MoRD), Government of India.

- | | | |
|---|---|-----------|
| 1. Principal Chief Engineer, PWD | — | Chairman. |
| 2. Chief Engineer-I, PWD | — | Member. |
| 3. Director, Directorate of Information & Publicity | — | Member. |
| 4. Director, Directorate of Health Services | — | Member. |
| 5. Director, Directorate of Panchayats | — | Member. |

6. Director, Directorate of Information Technology	— Member.
7. Director, Directorate of Social Welfare	— Member.
8. Superintending Engineer-V, PWD	— Member.
9. Superintending Engineer-VIII, PWD	— Member.
10. Superintending Engineer-Mon & Eval, PWD	— Member.
11. Project Director, DRDA-North Goa	— Member.
12. Project Director, DRDA-South Goa	— Member.
13. Project Director, Directorate of Sarva Shiksha Abhiyan	— Member.

The Chief Engineer-I, PWD shall be responsible for smooth functioning of the organization and shall convey meetings under the Chairmanship of Principal Chief Engineer, PWD.

The main function of the WSSO is as follows:

1. The organization would deal with all the software aspect of Rural Water Supply (RWS) sector and would not be involved in implementation of water supply scheme.
2. The organization main function would be to act as facilitating agency and would function as a bridge between the PHED/Board and the community organization and assist the PRIs and Village Water and Sanitation (VWSC) to prepare water security plan and RWS projects based on the water security plan.
3. Take up evaluation studies, impact assessments studies, R & D activities.
4. Take up HRD and IEC activities.
5. MIS and Computerization Programme, GIS mapping and Online Monitoring Systems.

By order and in the name of the Governor of Goa.

A. M. Wachasundar, Principal Chief Engineer, PWD & ex officio Addl. Secretary.

Panaji, 15th January, 2010.

Department of Revenue

Order

No. 22/25/2008-RD

Whereas, the Government of Goa, vide Notification No. 22/25/2008-RD dated 16-09-2008,

issued under sub-section (1) Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act") and published in the Official Gazette, Series II No. 26 dated 25-09-2008, notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for South Western Railway at Sancoale Station between Colem and Vasco-da-Gama Station (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa, considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/25/2008-RD dated 29-07-2009, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 19 dated 06-08-2009, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 19th January, 2010.

Notification

No. 23/5/2009-RD

Whereas by Government Notification No. 23/5/2009-RD dated 12-02-2009 published on pages 1127 & 1128 of Series II No. 48 of the Official Gazette, dated 26-02-2009 and in two newspapers (1) "Herald" dated 18-02-2009 and (2) "Tarun Bharat" dated 18-02-2009, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was needed for public purpose viz. L. A. for Const. of B/T of road at Pulwado, Mandwado, Pequeno Pedda to Domximod and Bherondi in V. P. Benaulim of Salcete Taluka (addl. area).

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of Section 3 of the said Act, the Dy. Collector & SDO, Salcete, Margao-Goa to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Dy. Collector & SDO, Salcete, Margao-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Salcete		Village: Cana
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
15/1 part	O: Francisco Xavier. Adolfo Agnelo Dias. Mr. Sidney Jhon Adolfo Dias.	80
15/8	O: Sebastiao Rodrigues.	65
16/1 part	O: Starcroft Developers Pvt. Ltd. OR: House belong to: 1. Isabela Fernandes. 2. Antonio Fernandes.	620
16/2 part	O: Maria Rita Ferrao. OR: Mauriso Antao.	542
20/13 part	O: Felizardo Antonio Fernandes. Eusebio Jose Maria Fernandes.	400
20/12 part	O: Agnelo Efigenio Rebeiro.	6
21/1 part	O: 1. Roque Rodrigues. 2. Lurdi Fatima Fernandes.	80
21/2 part	O: Clarina Rodrigues.	40
21/3 part	O: Piedade Rodrigues.	46

1	2	3
21/4 part	O: Esmralda Rodrigues. Cazmir Rodrigues. Pedrinha Rodrigues. Chagarinha Rodrigues. Alcacina Rodrigues.	80
21/6 part	O: Roque Rodrigues.	63
21/7 part	O: Devina Rebello. Agata D'Mello Rebello.	104
21/8 part	O: Agata D'Mello Rebello.	71
21/9 part	O: Querobina Barreto.	48
21/18 part	O: Reis de Costa.	46
21/19 part	O: Francisco Xavier. Adolfo Agnelo Dias.	44

Boundaries :

North: Nalla, S. No. 15/1, 16/1, 20/2, 13.

South: S. No. 21/1 to 4, 6 & 9, 18, 19,
20/12, 13, 16/2.

East : S. No. 16/2, 20/12, 13.

West : Nalla, S. No. 15/1, 8, 16/1, 20/13.

Total 2335

Taluka: Salcete

Village: Benaulim

385/3 part	O: Francisco Xavier. Rosario Fernandes.	45
385/4 part	O: Caetano Piedade Fernandes.	25
155/9 part	O: Girgolio Pinto.	168
155/1	O: Fr. Alfredo das Angustias Mesquita. OR: Vincente Pereira Felix Fernandes.	109
156 part	O: Gaspar Fernandes. OR: Martinha C Ampos. Josepinha Leitao.	225
190/12(part)	O: Caetan Mates Goudinho. Clotilda Caetana Goudinho.	235

Boundaries :

North: S. No. 385/3, 190/4, 155/9, 1.

South: S. No. 156, 190/10, 385/4.

East : S. No. 385/3, 4, 155/1, 156/190/2.

West : S. No. 380, Road, 156, 155/8-A.

Total 807

Grand Total: 3142

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 18th January, 2010.

Notification

No. 22/9/2009-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition for expansion of Tuem Industrial Estate (Phase-II) at Tuem Village of Pernem Taluka.

Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer, Goa Industrial Development Corporation, Plot No. 13A-2, EDC Complex, Patto Plaza, Panaji-Goa, to perform the functions of a Collector, North Goa District, Panaji, under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji-Goa.
2. The Special Land Acquisition Officer, Goa Industrial Development Corporation, Plot No. 13A-2, EDC Complex, Patto Plaza, Panaji-Goa.
3. The Chief General Manager, Goa Industrial Development Corporation, Plot No. 13A-2, EDC Complex, Patto Plaza, Panaji-Goa.
4. The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Special Land Acquisition Officer, Goa Industrial Development Corporation, Plot No. 13A-2 EDC Complex, Patto Plaza, Panaji-Goa, for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

<i>Taluka: Pernem</i>		<i>Village: Tuem</i>
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
55/part	Government of Goa. (Lease holder) Subha Arjun Naik.	35740
56	Government of Goa. (Lease holder) Tanaji Pandurang Naik.	46525
57/part	Government of Goa. (Lease holder) Chandu Gila Naik.	29165
58/part	Government of Goa. (Lease holder) Vishnu Krishna Naik.	16690
61	Government of Goa. (Lease holder) Francis Fernandes.	47100
62/1	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Dwarkabai Ganesh Harmalkar.	200
62/2	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut.	150

1	2	3	1	2	3
62/3	6. Mukund Babani Naik. T: 1. Rama Raya Harmalkar. O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik.	100	62/11	4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Sridhar Gopal Harmalkar. O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik.	100
62/4	T: 1. Sridhar Gopal Harmalkar. O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik.	200	62/12	T: 1. Sridhar Gopal Harmalkar. O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik.	125
62/5	T: 1. Sridhar Gopal Harmalkar. O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik.	175	62/13	T: 1. Shantaram Laxman Harmalkar. O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik.	150
62/6	T: 1. Bikkaji Sagun Harmalkar. O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik.	225	62/14	T: 1. Bikaji Sagun Harmalkar. O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik.	150
62/7	T: 1. Bhagwan Bikhaji Harmalkar. O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik.	150	62/15	T: 1. Bhagvan Bikaji Harmalkar. O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik.	100
62/8	T: 1. Tukaram Bikhaji Harmalkar. O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik.	150	62/16	T: 1. Bhagvan Bikaji Harmalkar. O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik.	75
62/9	T: 1. Dwarki Ganes Harmalkar. O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik.	125	62/17	T: 1. Tukaram Bikaji Harmalkar. O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik.	75
62/10	T: 1. Rama Raya Harmalkar. O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik.	150		T: 1. Bhagvan Bikaji Harmalkar.	

1	2	3	1	2	3
62/18	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Bikaji Sagun Harmalker.	75	62/27	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Sridhar Gopal Harmalker.	125
62/19	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Shantaram Laxman Harmalker.	75	62/28	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Rama Raya Harmalker.	2050
62/20	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Sridhar Gopal Harmalker.	50	62/29	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Tukaram Bikaji Harmalker.	100
62/21	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Rama Raya Harmalker.	50	62/30	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Tukaram Bikaji Harmalker.	150
62/23	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Tukaram Bikaji Harmalker.	50	62/31	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Bhagvan Bikaji Harmalker.	825
62/24	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Bhagvan Bikaji Harmalker.	25	62/32	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Bikaji Sagun Harmalker.	575
62/25	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Bikaji Sagun Harmalker.	75	62/33	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Shantaram Laxman Harmalker.	350
62/26	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Shantaram Krishna Harmalker.	50	62/34	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Sridhar Gopal Harmalker.	475

1	2	3	1	2	3
62/35	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Rama Raya Harmalker.	525		2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Rama Raya Harmalker.	
62/36	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Dwarki Ganes Harmalker.	825	62/43	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Dwarki Ganes Harmalker.	625
62/37	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Tukaram Bikaji Harmalker.	850	62/44	O: 1. Nakul Hari Naik.	700
62/38	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Bhagvan Bikaji Harmalker.	550	62/45	O: 1. Vithoba Saji Naik. 2. Salvo Jairam Naik. 3. Uttam Pandu Naik. 4. Keshav Vithu Naik. 5. Bala Atma Naik. 6. Nakul Mahadev Naik. 7. Sadu Raghoba Naik. 8. Yeshwant Vasu Naik. 9. Vaman Mahadev Naik. 10. Aapa Shanker Naik. 11. Arjun Sagun Naik. 12. Babu Daji Naik. 13. Mangesh Krishna Dangui.	23350
62/39	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Bikaji Sagun Harmalker.	425	63 part	O: Government of Goa. (Lease holder) 1. Radhabai Phati Naik. 2. Mukund Phati Naik. 3. Yeshwant Phati Naik. 4. Satyavan Phati Naik. 5. Goa, Daman and Diu Industrial Development Corporation, Tuem.	6960
62/40	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Shantaram Laxman Harmalker.	700	66	O: Government of Goa (Lease holder) 1. Rajaram Raghu Naik. 2. Vasu Raghu Naik.	41450
62/41	O: 1. Uttam Ambaji Naik. 2. Nanu Hari Naik. 3. Arjun Krishna Naik. 4. Sagun Vishnu Naik. 5. Sitaram Vithal Raut. 6. Mukund Babani Naik. T: 1. Sridhar Gopal Harmalker.	650	68	O: Government of Goa. (Lease holder) Digamber Savlo Harmalker.	51050
62/42	O: 1. Uttam Ambaji Naik.	1750	71	O: Government of Goa. (Lease holder) Hari Pundalik Harmalker.	52925
			73/part	O: Government of Goa. (Lease holder) Ladu Hari Naik.	48630

1	2	3
<i>Boundaries :</i>		
North: S. No. 55, 57, 58, 59, 73, 60.		
South: S. No. 24, 67, 69, 70/1-24, 74, 72/13.		
East : Village Pernem, S. No. 73, 59, 58, 60, 67.		
West : S. No. 47, Road, S. No. 53, 63, 64, 65, 25.		
		Total: 414685

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue).

Porvorim, 18th January, 2010.

Notification

No. 23/39/2009-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition of Land admeasuring 30,000 sq. mts. at Survey Nos. 82, 83 Part Village of Velim at Cutbona.

Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the

said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Deputy Collector (LA), South Goa District, Margao-Goa to perform the functions of a Collector, South Goa District, Margao under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao-Goa.
2. The Deputy Collector (LA), South Goa District, Margao-Goa.
3. The Director of Fisheries, Panaji-Goa.
4. The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Deputy Collector (LA), South Goa District, Margao-Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

<i>Taluka:</i> Salcete		<i>Village:</i> Velim
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
83/81	O: Joao Francisco Ernesto D'Silva.	300
83/84	O: Roque Patrocino D'Costa.	150
83/87	O: Sacrafamila Felix D'Costa.	250
83/88	O: Sacrafamila Felix D'Costa.	50
83/89	O: Joao Francisco Ernesto D'Silva.	575
83/90	O: Roque Patrocino D'Costa.	50
83/91	O: Joao Francisco Ernesto D'Silva.	100
83/92	O: Roque Patrocino D'Costa.	375
83/93	O: Joao Francisco Ernesto D'Silva.	300
83/94	O: Nataskina D'Silva.	50
83/95	O: Maria Antonia Piedade D'Costa.	250
83/96	O: Maria Floriana Torcato.	125
83/97	O: Florina D'Costa.	125
83/98	O: Nataskina D'Silva.	150
83/99	O: Roque Patrocino D'Costa.	150
83/100	O: Joao Francisco Ernesto D'Silva.	100

1	2	3
83/101 O: Roque Patrocino D'Costa.		50
83/102 O: Joao Francisco Ernesto D'Silva.		75
83/103 O: Florina D'Costa.		50
83/104 O: Maria Florianda Torcado.		75
83/105 O: Sacrafamilia Felix D'Costa.		125
83/106 O: Joao Francisco Ernesto D'Silva.		175
83/107 O: Roque Patrocino D'Costa.		50
83/108 O: Maria Florianda Torcado.		50
83/109 O: Florina D'Costa.		50
83/110 O: Sacrafamilia Felix D'Costa.		25
82/1 O: Comunidade.		1900
T: Gomati Ganpati Zuwatkar.		
82/2 O: Comunidade.		2350
T: Santosh Kango Juvenkar.		
82/3 O: Comunidade.		4450
T: Higiriana Colasso.		
82/4 O: Comunidade.		2350
T: Livin Costa.		
82/5 O: Comunidade.		2600
T: Salvacao Costa.		
82/6 O: Comunidade.		2450
T: Josephina Costa.		
82/7 O: Comunidade.		2500
T: Joaquina Leonita Rebello.		
82/8P O: Comunidade.		4000
T: Higiniana Colasso.		
82/9P O: Comunidade Velim.		1475
T: Arselina Vaz.		
82/10P O: Comunidade Velim.		1050
T: Livin Viegas.		
82/12P O: Comunidade Velim		750
T: Livin Viegas.		
82/14P O: Comunidade		300
T: Mariano Pinto.		
<i>Boundaries :</i>		
North: S. No. 83/85, 86, 83, 82, 80,		
78, 72, 63, 57, 55, 52, 53, 50,		
30, 48 S. No. 410 & 409.		
South: Nalha.		
East : S. No. 410, 82/8, 9, 10, 12, 14, 15.		
West : Nalha.		
		Total: 30,000

By order and in the name of the Governor
of Goa.

Sd/- Under Secretary (Revenue).

Porvorim, 19th January, 2010.

Notification

No. 23/36/2009-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition for const. branch road and parking space at Mahalaxmi from main road Mahalaxmi Temple Bandora of Gaunem at Village Bandora of Ponda Taluka.

Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa to perform the functions of a Collector, North Goa District, Panaji under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji-Goa.
2. The Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa.
3. The Executive Engineer, WD XVIII (Roads), PWD, Ponda-Goa.
4. The Director of Settlement and Land Records, Panaji-Goa.
6. A rough plan of the said land is available for inspection in the Office of the Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Ponda

Village: Bandora

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3

10/1	H: 1. Shri Deu Ravalnath Dewasthan 2. Vaivatdar. 3. Anant Harishandra Naik Gurav. 4. Saji Tatu Tilve Gurao. 5. Bablo Vishwanath Tilve Gurav. 6. Bhuto Raghu Tilve Gurao. 7. Baburao Raghu Tilve Gurao. 8. Madhukar Bhikoba Tilve Gurao. 9. Sonu Nagu Tilve Gurao. 10. Rohidas Harichandra Naik. 11. Vasu Pandurang Naik Gurao. 12. Madhav Ramnath Naik Gurao. 13. Kusali Govind Naik Gurao. 14. Yeshwant Raghoba Naik Gurao. 15. Shantaram Shridar Tilve. 16. Baburao Krishna Tilve Gurao.	525
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- O.R.: A) Shri Devi Mahalaxmi
Devasthanchi Chaughada.
B) Smt. Premalabai Bandodkar.
C) Shri Mahalaxmi Devasthan Ker
House.
D) Shri Puno Laxman Naik.
E) Daya Govind Naik (782).

10/2	H: 1. Shri Mahalaxmi Saunsthan. 2. Raghupati R. Bandari.	550
O.R:	Sham Kale. Agardhala of Mahalaxmi Devasthan. Gurudas Anta Naik. Houses & Temple of Mahalaxmi Devasthan.	

1	2	3
	Mahadev Ramkrishna Bhat Dhavlikar. Balkrishna Pandurang Date. Jaiwant Laxman Sardesai. Balvant Laxmi Bandodker. Shripad Damodar Naik. Balvant Laxmi Bandodker. Mahadev Ramkrishna Dhavlikar & Balkrishna Pandurang Date. Samadi of Bruheme Bhuth Bhat Pujari. Mahadev Ramkrishna Bhat Dhavalkar.	

10/2-A	H: 1. Rajanikant Balwant Bandodkar.	140
11/7	H: 1. Raghupati Ramkrishna Bandari. 2. Jayanti Raghupati Bhandari.	290
12/5	H: 1. Raghupati Ramkrishna Bandari. 2. Jayanti Raghupati Bhandari.	50

- O.R.: 1. Rohidas Gopi Naik.
2. Babani Rama Naik.
3. Pandurang Keshav Naik.
4. Shrikant Krishna Ramrai
Vaikunth Naik.
5. Shri Vasant Gidu Naik.
6. Shri Naru Babuso Naik
Sona Bitlish.
7. Shamsundar Gaunkar (782).

12/6 part	H: 1. Raghupati Ramkrishna Bandari.	795
O.R.:	1. Smt. Girija Vaman Kule. 2. Smt. Girija Vaman Kale. 3. Smt. Radhabai Balkrishna Naik (782).	

Boundaries :

North: S. No. 10/1, 10/2.
South: S. No. 12/6, 10/1, 10/2, 10/2-A.
East : S. No. 11/8, 10/1, 10/2.
West : S. No. 11/7, 12/5, 12/6, 10/2.

Total: 2350

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 19th January, 2010.

**Department of Science,
Technology & Environment**

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Addendum

No. 7/4/98/STE/DIR/Part I/1546

Read: 1) Notification No. 7/4/98/STE/DIR/Part I/557 dated 14-07-2008 published in Official Gazette, Series II No. 15 dated 15-07-2008 (Extraordinary No. 5).

2) Notification No. 14/29/2008/RD/5394 dated 01-12-2008 published in Official Gazette, Series I No. 37 dated 11-12-2008.

In the Notification read above at Sr. No. (1) and in view of Government issuing Notification dated 01-12-2008 read at (2) above; in the list of "Authoriy" after Sr. No. 12, the following shall be inserted, namely:-

"(13) The Dy. Collector & Sub-Divisional Magistrate, Canacona-Goa."

By order and in the name of the Governor
of Goa.

Michael M. D'Souza, Director (STE) & ex officio
Jt. Secretary.

Saligao, 15th January, 2010.

Addendum

No. 7/4/98/STE/DIR/Part I/1545

Read: 1) Notification No. 7/4/98/STE/DIR/Part I/922 dated 04-12-2007 published in Official Gazette, Series II No. 37 dated 13-12-2007.

2) Notification No. 14/29/2008/RD/5394 dated 01-12-2008 published in Official Gazette, Series I No. 37 dated 11-12-2008.

In view of the Government issuing Notification dated 01-12-2008, read at (2) above; in the list of "authority" so designated, in pursuance of Rule 2(c) of the Noise Pollution (Regulation and Control) Rules,

vide Notification dated 04-12-2007, read at (1) above; after Sr. No. 12 and before Sr. No. 13, the following new Sr. No. shall be inserted, namely:

"(12a) Dy. Collector & Sub-Divisional Magistrate, Canacona."

By order and in the name of the Governor
of Goa.

Michael M. D'Souza, Director (STE) & ex officio
Jt. Secretary.

Saligao, 15th January, 2010.

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Department of Urban Development

Directorate of Municipal Administration

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Order

No. 1/03/DMA/Admn/Part III/2617

The Official of the Margao Municipal Council are appointed under the Right to Information Act, 2005 to act as official under sub-section (2) of Section 5 of the Right to Information Act, 2005.

Sr. No.	Name of Official	Assistant Public Information Officer	Office Telephone Number
1.	Municipal Engineer	Assistant Public Information Officer	2715175/ /2715176.
2.	Accounts-cum-Administration Officer	Assistant Public Information Officer	2715175/ /2715176.

The Assistant Public Information Officer are responsible for maintaining and updating all required information and also receiving and disposing off applications under Right to Information Act, 2005.

Daulat Hawaldar, Director of Municipal Administration/Urban Development.

Panaji, 20th January, 2010.

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